United States Patent Application

COMBINED DECLARATION AND POWER OF ATTORNEY

As a below named inventors, We declare that:

Our residences, post office addresses and citizenships are as stated below next to our names.

We believe that we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled: ALARM MECHANISM; the specification of which is attached hereto.

We have reviewed and understand the contents of the above-identified specification, including the claims.

We acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56 (see page 3 attached).

We claim foreign priority benefits under 35 U. S.C. § 119/365 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on the basis of which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY	Priority Not Claimed	Certified Copy Attached

We claim the benefit under 35 U.S.C. § 119(e) of any United States provisional application(s) listed below.

Application Number(s)	Filing Date (MM/DD/YYYY)

We claim the benefit under 35 U.S.C. § 120/365 of any United States and PCT international application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of 35 U.S.C. § 112, I acknowledge the duty to disclose material information as defined in Title 37 C.F.R. § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. or PCT Application Number	Filing Date (MM/DD/YYYY)	Patent No.

As named inventors, we appoint the following registered practitioners to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith, with full right of substitution:

Name	Registration Number	Name	Registration Number
Fogg, David N.	Reg. No. 35,138	Polglaze, Daniel J.	Reg. No. 39,801
Leffert, Thomas W.	Reg. No. 40,697	Slifer, Russell D.	Reg. No. 39,838
Lundberg, Scott V.	Reg. No. 41,958	Myrum, Tod A.	Reg. No. 42,922
Walseth, Andrew C.	Reg. No. 43,234		

Please direct all correspondence in this case to:

Fogg, Slifer & Polglaze, P.A.
P.O.Box 581009, Minneapolis, MN 55458-1009
Telephone No. (612) 252-0014
Fax (612) 252-0019

We declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Inventor No. 1							
Given Name (First and Middle [if any])				Family Name or Surname			
Mark				KAPLUN			
Inventor's Signature						**Date**	
Residence: City	Modiin	State		Country	ISRAEL	Citizenship	ISRAEL
Post Office Address	39 Harzit Street						
City	Modiin	State		Zip		Country	ISRAEL

Inventor No. 2							
Given Name (First and Middle [if any])				Family Name or Surname			
Amir				COHEN			
Inventor's Signature						**Date**	
Residence: City	Kfar Hes	State		Country	ISRAEL	Citizenship	ISRAEL
Post Office Address	P.O. 457						
City	Kfar Hes	State		Zip		Country	ISRAEL

§ 1.56 Duty to disclose information material to patentability.

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is canceled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is canceled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

(1) prior art cited in search reports of a foreign patent office in a counterpart application, and

(2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

(1) it establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or

(2) it refutes, or is inconsistent with, a position the applicant takes in:

(i) opposing an argument of unpatentability relied on by the Office, or

(ii) asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

(1) Each inventor named in the application:

(2) Each attorney or agent who prepares or prosecutes the application; and

(3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

DECLARATION OF WILLIAM WEISEL

I, William Weisel, hereby declare:

1. I am an attorney and a member of the legal department of ADC Telecommunications, Inc. ("ADC") and am presently working in Israel at ADC's subsidiary, ADC Telecommunications Israel Ltd. ("ADC Israel") (formerly known as ADC Teledata Communications Ltd. and before that as Teledata Communications Ltd.).

2. Mark Kaplun ("Kaplun") and Amir Cohen ("Cohen") are former employees of ADC Israel who were in involved in the research and development of ADC Israel's products. (Kapuln and Cohen are sometimes referred to herein as the "Inventors").

3. The Inventors submitted to ADC's patent attorneys a proposal for a patent application called, "Alarm Mechanism" for a telecommunications device. Under paragaraphs 14.2 and 14.3 of the the employment agreements signed by Cohen and Kaplun dated September 27, 1998 and May 6, 1998, respectively, all inventions and ideas discovered by the Inventors during the term of their employment with ADC Israel in connectionn with such employment are deemed to be ADC Israel's property. Further, under the employment agreement, the Inventors are also required to undertake to do everything required of them by ADC Israel for the purpose of obtaining protection for the inventions and/or ideas anywhere in the world, for the company's benefit, and to sign any document required for such purpose. Copies of the translated (from Hebrew) employment contracts are attached hereto as Exhibits A and B, respectively.

4. The Inventors both resigned from ADC Israel soon after submitting the invention disclosure.

5. On or about May 2, 2000 I received from ADC's patent attorneys a first draft of the patent application for the above proposed patent and immediately forwarded it to the Inventors.

6. On May 4, 2000, I received an email from Cohen indicating that he had discussed the matter with Kaplun and that they were unwilling to cooperate further with the preparation or signing of the patent application.

7. On July 25, 2000 I sent another email to the Inventors and requested again that they cooperate with ADC regarding the patent process. I informed them that if they did not respond we would request that ADC be allowed to file the patent application without their consent or signature. I received no response from either Inventor.

8. On September 6, 2000 I sent registered letters to both Inventors informing them that as a result of their failure to respond to my requests, ADC would be proceeding with the filing of the patent application without their signatures. To date I have not received any response. A copy of the registered letter (sent to both Inventors) is attached hereto as Exhibit C.

9. ADC Israel will be harmed by not being able to file this patent application since the Inventors have left the employ of ADC Israel and have begun employment in other hi-

tech companies in the area, and the invention is to be put into ADC Israel's product in the near future.

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

William Weisel

William Weisel
February 13, 2001

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Exhibit A

Employment Contract of Amir Cohen

[TRANSLATED FROM THE HEBREW]

PERSONAL EMPLOYMENT CONTRACT

Made and signed in Herzlia on the 27th day of September 1998

BETWEEN: TELEDATA COMMUNICATIONS LTD.
of 7 Hasadnaot Street, Herzlia Pituach
(hereinafter referred to as "the Company")

of the one part

AND: Name: Amir Cohen
Identity No. 023762149
of 39/5 Ha'Ogev Street, Rishon Lezion
(hereinafter referred to as "the Employee")

of the other part

WHEREAS the Employee will be employed by the Company from 22nd November 1998 [or prior thereto - in handwriting];

AND WHEREAS the parties have decided to regulate the employer-employee relations;

ACCORDINGLY, IT IS PROVIDED, WARRANTED AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Recitals and Interpretation**

The recitals and appendices hereto constitute an integral part hereof.

2. **Special Agreement**

This agreement is personal and regulates the relations between the Company and the Employee and exclusively prescribes the terms and conditions of the Employee's employment by the Company; accordingly, the general and/or special collective agreements, including their related appendices, and other agreements executed from time to time between the employers and the General Federation of Labour and/or agreements between the Company and any of its other employees shall not apply to the Employee.

3. **Duties and Powers**

The Employee's powers and duties are as specified in appendix "A" or as prescribed from time to time by the Company and all his acts shall be subordinate to the directions and instructions of the Company and/or anyone appointed by it, which are given to him from time to time.

4. **The Scope of the Position**

4.1 The Employee undertakes to perform his position as obliged by the position, anywhere in Israel and abroad.

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4.2 The Employee undertakes to work such hours as are obliged by his position, including overtime. Overtime work shall be by arrangement with the Company and with its prior approval.

4.3 Without prejudice to the aforegoing, it is agreed that the Employee's employment or engagement in other work or another business outside of the Company, for remuneration or otherwise, on a self-employed basis or as a salaried employee, during or outside of the working hours, requires the Company's management's prior written approval. The Company may refuse to grant such approval without giving any reasons therefor, and the Employee waives any claim in such regard.

5. **Personal Trust**

5.1 The Employee undertakes to act diligently, conscientiously, faithfully and loyally in performing this agreement and to act to the best of his ability for the Company's benefit.

5.2 Without derogating from the generality of clause 5.1 above, the Employee shall not accept any benefit or promise of a benefit in connection with his work from any other person or entity, without the Company's prior consent.

5.3 Without derogating from the generality of clause 5.1 above, the Employee shall not use information and/or documents reaching him in consequence of the agreement and shall not do anything which gives rise or might give rise to a conflict of interests between the Company's interests on the one hand and his interests or the interests of any other person or entity on the other hand.

5.4 Without derogating from the generality of clause 5.1 above, the Employee undertakes to inform the Company, immediately and without delay, of any matter or subject in which he has or might have a personal interest and/or which might give rise to a conflict of interests between his interests and those of the Company.

5.5 The Employee's position is one requiring a special degree of personal trust within the meaning thereof in the Hours of Work and Rest Law, 5711-1951, and accordingly the provisions of this Law shall not apply to the Employee.

5.6 These provisions are in addition to any fiduciary duty imposed on the Employee by virtue of any law, custom and/or agreement, and do not derogate therefrom.

6. **The Company's Procedures**

The Employee undertakes to strictly and meticulously adhere to the Company's procedures as they are at present and as altered from time to time, and they constitute an integral part hereof.

7. **Salary**

7.1 In consideration for his work in the Company, the Company shall pay the Employee a gross monthly salary as provided in appendix "A" (hereinafter referred to as "the salary").

7.2 The salary shall be paid to the Employee once a month, by no later than the 5th day of each Gregorian month, in respect of the previous month.

7.3 Unless otherwise provided in appendix "A", the salary specified in appendix "A" is gross and the global amount payable for "overtime" constitutes consideration for any work outside of the ordinary working hours and on days of rest, and the Employee shall not be entitled to any consideration or payment of whatsoever type in addition to the salary and/or the ancillary terms specified in appendix "A", unless expressly otherwise provided herein.

8. **Annual Leave**

8.1 The Employee shall be entitled to paid annual leave, as provided in appendix "A".

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8.2 The leave days may be accrued, subject to the provisions of the Company's procedures.

8.3 The Employee shall notify the Company 30 days in advance of the date on which he intends going on leave and the said date shall be approved, provided that it does not involve any impairment to the Company's activity.

9. **Executive Insurance**

9.1 During the term of this agreement and subject to the directives determined from time to time by the Income Tax Commission, the Company shall make provisions to an insurance company, within the framework of executive insurance, an amount equal to 13.33% of the salary (made up of 5% emoluments and 8.33% severance pay). The Company shall deduct and provide 5% from the Employee's salary constituting his contribution to the emoluments fund, and the Employee agrees to the Company deducting the said 5%.

9.2 On the Employee's request, and with the Company's agreement, the Company shall insure the Employee with a pension fund at his election, instead of insuring him with executive insurance as provided in clause 9.1 above. The amounts of the provisions to the pension fund, at the Company's expense and at the Employee's expense, shall be in accordance with the pension fund's rules.

9.3 The amounts transferred by the Company and at its expense without the framework of the severance pay shall remain owed by the Company.

9.4 In the event that the Company is liable to pay the Employee severance pay, the payments mentioned above that have been provided each month at a rate of 8.33% as aforesaid shall replace severance pay in accordance with the Severance Pay Law, 5723-1963 and this clause is in accordance with section 14 of the said Law.

10. **Military Reserve Duty**

During the period of his military reserve duty, the Employee shall be entitled to his full salary from the Company. The Employee undertakes to give the Company appropriate confirmation of active military reserve duty for the purpose of submitting it to the National Insurance Institute, so that the Company may claim the amounts due to it from the National Insurance Institute. If the Employee does not give the confirmation to the Company, the Company shall be entitled to a refund of the salary paid to the Employee for the period of his military reserve duty. Without prejudice to its right to any other relief, the Company shall be entitled to set off this debt from the Employee's salary or from any other payment which the Company owes the Employee.

11. **Taxes**

The Company shall not be liable for any taxes or other compulsory payments applicable to the Employee, including income tax and national insurance.

12. **The Employment's Termination**

12.1 The Employee or the Company may bring this agreement to an end on notice as follows:

12.1.1 up to the end of three full months of employment with the Company - 14 days;

12.1.2 up to the end of six full months of employment with the Company - 30 days;

12.1.3 after the end of six months of employment with the Company - 45 days.

The Employee shall continue to work for the Company throughout the notice period, unless the Company orders him otherwise.

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12.2 Notwithstanding the provisions of clause 12.1 above, the Company may bring this agreement to an end without notice in the following cases:

12.2.1 if the Employee breaches the provisions hereof or does not follow the Company's instructions and/or procedures;

12.2.2 if the Employee is convicted of an offence involving moral turpitude.

13. **Handing Over The Position**

The Employee undertakes that immediately upon the termination of his employment with the Company, whether voluntary or otherwise, on his initiative or on the Company's initiative, he shall act as follows:

13.1 he shall give and/or return to the Company all the documents, letters, records, reports and other paperwork in his possession and relating to the Company's business and any equipment and/or other property of the Company which was placed at his disposal;

13.2 he shall hand over, in an orderly fashion and pursuant to the procedures determining his position, the documents and other matters handled by him to such person as the Company determines, in a manner enabling a reasonable and suitable person, having regard to the position, to continue performing his position in an orderly fashion and without damage to the Company.

14. **Confidentiality**

14.1 During the term of his employment with the Company and thereafter, the Employee undertakes not to disclose and/or transfer to any person and/or entity outside the Company information of the Company or information reaching him within the scope of his employment with the Company and/or in connection with the Company which is not in the public domain. The Employee undertakes to maintain confidentiality in respect of everything connected with the Company's business and affairs and not to howsoever harm the Company's goodwill and/or circle of customers.

14.2 Any invention or idea discovered by the Employee during the term of his employment with the Company in connection with his work therein shall be deemed the Company's property and shall belong to it, and the Company shall be entitled to act therewith as it wishes and to register such invention or idea in its name.

14.3 The Employee undertakes to do everything required of him by the Company for the purpose of obtaining protection for the invention and/or idea anywhere in the world, for the Company's benefit, and to sign any document required for such purpose.

14.4 The Employee undertakes to maintain confidentiality in respect of the terms and conditions of his employment pursuant hereto.

15. **Non-Competition**

15.1 During the term of his employment with the Company and for a period of not less than two years after the termination thereof for any reason (hereinafter referred to as "the non-competition period"), the Employee shall not howsoever engage or participate in or accept a position which directly or indirectly competes with the Company's activity and/or shall not place himself in a position of someone interested in activity competing with the Company.

15.2 Without derogating from the provisions of clause 15.1 above, the Employee undertakes that during the non-competition period he shall not approach customers of the Company and shall not accept from customers of the Company or from any other person or entity any position, order, offer, work or business in a sphere in which the Company has already engaged or intended engaging in.

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15.3 The Employee undertakes that upon the termination of his employment with the Company for any reason, he shall not of his own initiative procure the departure from the Company of other employees thereof and/or the recruitment of employees of the Company by his new place of work and/or any competing business.

16. **Waiver or Precedent**

If the Company waives any right given to it pursuant hereto, such shall not constitute a precedent in respect of another identical case, no analogy shall be inferred therefrom in another similar case and the Company shall not be estopped from later exercising any right it has waived as aforesaid.

17. **Validity of Previous Agreements**

This agreement replaces any previous written or oral agreements between the Company and the Employee.

18. **Alteration, Cancellation**

The alteration and/or cancellation of any of the clauses hereof may only be effected in a written document signed by both the parties.

19. **Notices**

The addresses of the parties hereto are as specified in the recitals hereto. Any notice sent by registered mail to the other party in accordance with his said address shall be deemed to have been received by the addressee within three days of being mailed and if delivered by hand or transmitted by facsimile - at the time of delivery or transmission, as the case may be.

20. **The Parties' Warranties**

The Employee warrants that he has understood the substance of his obligation [sic] pursuant hereto and the results thereof for the purpose of his rights and obligations vis-a-vis the Company.

AS WITNESS THE HANDS OF THE PARTIES:

(Signed) _____
The Company

(Signed) _____
The Employee

APPENDIX "A"

APPENDIX TO PERSONAL EMPLOYMENT CONTRACT OF 27/9/98 WHICH CONSTITUTES AN INTEGRAL PART THEREOF

The Employee's name: Amir Cohen

1. Position: software engineer.

2. Salary

2.1 The Employee shall be paid a monthly salary of NIS _____ (hereinafter referred to as "the basic salary").

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2.2 The basic salary shall constitute the exclusive basis for payments, such as payment for overtime, pension fund provisions, executive insurance, emolument funds and severance (if due to the Employee).

The cost of living increments applicable to all the employees in the economy, as applicable from time to time, shall apply to the basic salary, without a ceiling.

3. Ancillary details

3.1 Payment for overtime shall be as follows:

125% for the first two hours of overtime in any day;
150% for each additional hour.

3.2 Contribution towards travelling expenses - NIS _____ gross per month.

3.3 Convalescence pay: NIS 250 gross per month.

3.4 Executive insurance: 13.3% at the Company's expense and 5% at the Employee's expense; in total 18.3%.

3.4.1 Vocational studies fund - 7.5% at the Company's expense and 2.5% at the Employee's expense; in total 10%.

3.5 Working hours: 9 hours and 20 minutes a day (including a 45 minute break), 5 days a week.

3.6 Annual leave: commencing with 20 days a year and thereafter in accordance with the Company's procedure.

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Exhibit B

Employment Contract of Mark Kaplun

[TRANSLATED FROM THE HEBREW]

PERSONAL EMPLOYMENT CONTRACT

Made and signed in Herzlia on the 6th day of May 1998

BETWEEN: TELEDATA COMMUNICATIONS LTD
of 7 Hasadnaot Street, Herzlia Pituach
(hereinafter referred to as "the Company")

of the one part

AND: Name: Mark Kaplun
Identity No.14041578
of Harzit 39/10, Modi'in
(hereinafter referred to as "the Employee")

of the other part

WHEREAS the Employee will be employed by the Company from 14 June 1998;

AND WHEREAS the parties have decided to regulate the employer-employee relations;

ACCORDINGLY, IT IS PROVIDED, WARRANTED AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Recitals and Interpretation**

The recitals and appendices hereto constitute an integral part hereof.

2. **Special Agreement**

This agreement is personal and regulates the relations between the Company and the Employee and exclusively prescribes the terms and conditions of the Employee's employment by the Company; accordingly, the general and/or special collective agreements, including their related appendices, and other agreements executed from time to time between the employers and the General Federation of Labour and/or agreements between the Company and any of its other employees shall not apply to the Employee.

3. **Duties and Powers**

The Employee's powers and duties are as specified in appendix "A" or as prescribed from time to time by the Company and all his acts shall be subordinate to the directions and instructions of the Company and/or anyone appointed by it, which are given to him from time to time.

4. **The Scope of the Position**

4.1 The Employee undertakes to perform his position as obliged by the position, anywhere in Israel and abroad.

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4.2 The Employee undertakes to work such hours as are obliged by his position, including overtime. Overtime work shall be by arrangement with the Company and with its prior approval.

4.3 Without prejudice to the aforegoing, it is agreed that the Employee's employment or engagement in other work or another business outside of the Company, for remuneration or otherwise, on a self-employed basis or as a salaried employee, during or outside of the working hours, requires the Company's management's prior written approval. The Company may refuse to grant such approval without giving any reasons therefor, and the Employee waives any claim in such regard.

5. **Personal Trust**

5.1 The Employee undertakes to act diligently, conscientiously, faithfully and loyally in performing this agreement and to act to the best of his ability for the Company's benefit.

5.2 Without derogating from the generality of clause 5.1 above, the Employee shall not accept any benefit or promise of a benefit in connection with his work from any other person or entity, without the Company's prior consent.

5.3 Without derogating from the generality of clause 5.1 above, the Employee shall not use information and/or documents reaching him in consequence of the agreement and shall not do anything which gives rise or might give rise to a conflict of interests between the Company's interests on the one hand and his interests or the interests of any other person or entity on the other hand.

5.4 Without derogating from the generality of clause 5.1 above, the Employee undertakes to inform the Company, immediately and without delay, of any matter or subject in which he has or might have a personal interest and/or which might give rise to a conflict of interests between his interests and those of the Company.

5.5 The Employee's position is one requiring a special degree of personal trust within the meaning thereof in the Hours of Work and Rest Law, 5711-1951, and accordingly the provisions of this Law shall not apply to the Employee.

5.6 These provisions are in addition to any fiduciary duty imposed on the Employee by virtue of any law, custom and/or agreement, and do not derogate therefrom.

6. **The Company's Procedures**

The Employee undertakes to strictly and meticulously adhere to the Company's procedures as they are at present and as altered from time to time, and they constitute an integral part hereof.

7. **Salary**

7.1 In consideration for his work in the Company, the Company shall pay the Employee a gross monthly salary as provided in appendix "A" (hereinafter referred to as "the salary").

7.2 The salary shall be paid to the Employee once a month, by no later than the 5th day of each Gregorian month, in respect of the previous month.

7.3 Unless otherwise provided in appendix "A", the salary specified in appendix "A" is gross and the global amount payable for "overtime" constitutes consideration for any work outside of the ordinary working hours and on days of rest, and the Employee shall not be entitled to any consideration or payment of whatsoever type in addition to the salary and/or the ancillary terms specified in appendix "A", unless expressly otherwise provided herein.

8. **Annual Leave**

8.1 The Employee shall be entitled to paid annual leave, as provided in appendix "A".

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8.2 The leave days may be accrued, subject to the provisions of the Company's procedures.

8.3 The Employee shall notify the Company 30 days in advance of the date on which he intends going on leave and the said date shall be approved, provided that it does not involve any impairment to the Company's activity.

9. **Executive Insurance**

9.1 During the term of this agreement and subject to the directives determined from time to time by the Income Tax Commission, the Company shall make provisions to an insurance company, within the framework of executive insurance, an amount equal to 13.33% of the salary (made up of 5% emoluments and 8.33% severance pay). The Company shall deduct and provide 5% from the Employee's salary constituting his contribution to the emoluments fund, and the Employee agrees to the Company deducting the said 5%.

9.2 On the Employee's request, and with the Company's agreement, the Company shall insure the Employee with a pension fund at his election, instead of insuring him with executive insurance as provided in clause 9.1 above. The amounts of the provisions to the pension fund, at the Company's expense and at the Employee's expense, shall be in accordance with the pension fund's rules.

9.3 The amounts transferred by the Company and at its expense without the framework of the severance pay shall remain owed by the Company.

9.4 In the event that the Company is liable to pay the Employee severance pay, the payments mentioned above that have been provided each month at a rate of 8.33% as aforesaid shall replace severance pay in accordance with the Severance Pay Law, 5723-1963 and this clause is in accordance with section 14 of the said Law.

10. **Military Reserve Duty**

During the period of his military reserve duty, the Employee shall be entitled to his full salary from the Company. The Employee undertakes to give the Company appropriate confirmation of active military reserve duty for the purpose of submitting it to the National Insurance Institute, so that the Company may claim the amounts due to it from the National Insurance Institute. If the Employee does not give the confirmation to the Company, the Company shall be entitled to a refund of the salary paid to the Employee for the period of his military reserve duty. Without prejudice to its right to any other relief, the Company shall be entitled to set off this debt from the Employee's salary or from any other payment which the Company owes the Employee.

11. **Taxes**

The Company shall not be liable for any taxes or other compulsory payments applicable to the Employee, including income tax and national insurance.

12. **The Employment's Termination**

12.1 The Employee or the Company may bring this agreement to an end on notice as follows:

12.1.1 up to the end of three full months of employment with the Company - 14 days;

12.1.2 up to the end of six full months of employment with the Company - 30 days;

12.1.3 after the end of six months of employment with the Company - 45 days.

The Employee shall continue to work for the Company throughout the notice period, unless the Company orders him otherwise.

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12.2 Notwithstanding the provisions of clause 12.1 above, the Company may bring this agreement to an end without notice in the following cases:

12.2.1 if the Employee breaches the provisions hereof or does not follow the Company's instructions and/or procedures;

12.2.2 if the Employee is convicted of an offence involving moral turpitude.

13. **Handing Over The Position**

The Employee undertakes that immediately upon the termination of his employment with the Company, whether voluntary or otherwise, on his initiative or on the Company's initiative, he shall act as follows:

13.1 he shall give and/or return to the Company all the documents, letters, records, reports and other paperwork in his possession and relating to the Company's business and any equipment and/or other property of the Company which was placed at his disposal;

13.2 he shall hand over, in an orderly fashion and pursuant to the procedures determining his position, the documents and other matters handled by him to such person as the Company determines, in a manner enabling a reasonable and suitable person, having regard to the position, to continue performing his position in an orderly fashion and without damage to the Company.

14. **Confidentiality**

14.1 During the term of his employment with the Company and thereafter, the Employee undertakes not to disclose and/or transfer to any person and/or entity outside the Company information of the Company or information reaching him within the scope of his employment with the Company and/or in connection with the Company which is not in the public domain. The Employee undertakes to maintain confidentiality in respect of everything connected with the Company's business and affairs and not to howsoever harm the Company's goodwill and/or circle of customers.

14.2 Any invention or idea discovered by the Employee during the term of his employment with the Company in connection with his work therein shall be deemed the Company's property and shall belong to it, and the Company shall be entitled to act therewith as it wishes and to register such invention or idea in its name.

14.3 The Employee undertakes to do everything required of him by the Company for the purpose of obtaining protection for the invention and/or idea anywhere in the world, for the Company's benefit, and to sign any document required for such purpose.

14.4 The Employee undertakes to maintain confidentiality in respect of the terms and conditions of his employment pursuant hereto.

15. **Non-Competition**

15.1 During the term of his employment with the Company and for a period of not less than two years after the termination thereof for any reason (hereinafter referred to as "the non-competition period"), the Employee shall not howsoever engage or participate in or accept a position which directly or indirectly competes with the Company's activity and/or shall not place himself in a position of someone interested in activity competing with the Company.

15.2 Without derogating from the provisions of clause 15.1 above, the Employee undertakes that during the non-competition period he shall not approach customers of the Company and shall not accept from customers of the Company or from any other person or entity any position, order, offer, work or business in a sphere in which the Company has already engaged or intended engaging in.

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15.3 The Employee undertakes that upon the termination of his employment with the Company for any reason, he shall not of his own initiative procure the departure from the Company of other employees thereof and/or the recruitment of employees of the Company by his new place of work and/or any competing business.

16. **Waiver or Precedent**

If the Company waives any right given to it pursuant hereto, such shall not constitute a precedent in respect of another identical case, no analogy shall be inferred therefrom in another similar case and the Company shall not be estopped from later exercising any right it has waived as aforesaid.

17. **Validity of Previous Agreements**

This agreement replaces any previous written or oral agreements between the Company and the Employee.

18. **Alteration, Cancellation**

The alteration and/or cancellation of any of the clauses hereof may only be effected in a written document signed by both the parties.

19. **Notices**

The addresses of the parties hereto are as specified in the recitals hereto. Any notice sent by registered mail to the other party in accordance with his said address shall be deemed to have been received by the addressee within three days of being mailed and if delivered by hand or transmitted by facsimile - at the time of delivery or transmission, as the case may be.

20. **The Parties' Warranties**

The Employee warrants that he has understood the substance of his obligation [sic] pursuant hereto and the results thereof for the purpose of his rights and obligations vis-a-vis the Company.

AS WITNESS THE HANDS OF THE PARTIES:

(Signed) _____
The Company

(Signed) _____
The Employee

APPENDIX "A"

APPENDIX TO PERSONAL EMPLOYMENT CONTRACT OF May 6, 1998 WHICH CONSTITUTES AN INTEGRAL PART THEREOF

The Employee's name: Mark Kaplun

1. Position: software engineer.

2. Salary

2.1 The Employee shall be paid a monthly salary of NIS _____ (hereinafter referred to as "the basic salary").

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2.2 The basic salary shall constitute the exclusive basis for payments, such as payment for overtime, pension fund provisions, executive insurance, emolument funds and severance (if due to the Employee).

The cost of living increments applicable to all the employees in the economy, as applicable from time to time, shall apply to the basic salary, without a ceiling.

3. Ancillary details

3.1 Payment for overtime shall be a global amount of NIS _____ gross per month. The cost of living increments applicable to all the employees in the economy, as applicable from time to time, shall apply to this payment, without a ceiling.

3.2 Convalescence pay: NIS 250 gross per month.

3.3 Executive insurance: 13.3% at the Company's expense and 5% at the Employee's expense; in total 18.3%.

3.3.1 Vocational studies fund – 7.5% at the Company's expense and 2.5% at the Employee's expense; in total 10%.

3.5 Working hours: 9 hours and 20 minutes a day (including a 45 minute break), 5 days a week.

3.6 Annual leave: commencing with 22 days a year and thereafter in accordance with the Company's procedure.

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Exhibit C

Copy of Registered Letter to Inventors



ADC Teledata Communications Ltd.
10 Ha'Sadnaot Street
P.O.Box 2003
46120 Herzliya, Israel

Tel: +972-9-959-1818
Fax:+972-9-959-1888

September 6, 2000

AMIR COHEN
P.O. Box 457
Kfar Hess 40692

MARK KAPLUN
Harzit 39/10
Modi'in, Israel

REGISTERED MAIL

Re: Patent Application — Alarm Mechanism

Dear Mr. Cohen and Mr. Kaplun,

This letter is in reference to the above mentioned patent application. On May 2, 2000, I sent you a first draft of the application and requested your assistance in completing it for filing with the United States Patent Office. Notwithstanding your contractual obligations to ADC Teledata, you both have refused to assist us in the preparation of the patent application. You failed to respond to a further request sent to you by email on July 25th in which I indicated to you that the application would be prepared independently without your assistance unless you responded within a reasonable time.

As a result of your continued refusal to assist in the preparation of the patent application, we will proceed without your assistance and will request the US Patent Office to file it without your signatures.

Sincerely yours,

[signed]

William Weisel
General Counsel
ADC Teledata Communications Ltd.

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